

Foreign Corporations Act, 58 & 59 Vict., c. 4, s. 9, of which provides that no company or corporation, not incorporated under the provisions of the Statutes of Manitoba, and not having obtained a license under that Act, should be capable of taking, holding or acquiring any real estate within Manitoba.

*Held*, that this statute had no retrospective effect, and could not be construed so as to prevent the plaintiffs from realizing a charge on lands which they had acquired before it was passed.

*Held* also, that the contract being under seal and showing an intention to enter into an arrangement to pay the purchase money of the engine, the plaintiffs' right of action for money would not be barred until the expiration of ten years from the time it first accrued.

Decree for payment of the balance of the purchase money with a reference to the Master ; also declaring that the plaintiffs are entitled to a lien on the lands described in the contract for the balance of the purchase money, and to a sale in default.

*Ewart*, Q.C., and *Sutherland*, for plaintiffs.

*Clark*, for defendants.

BAIN, J.]

[March 28.

GAUDRY v. C. P. R. Co.

*Fire—Ownership of hay cut on Dominion lands without permission—Possession.*

Appeal from the County Court of St. Norbert. The plaintiff had cut and put up in stacks a quantity of hay on lands vested in the Crown, commonly known as a school section, without any lease, permission or authority from the Crown or any of its officers. He lived about four miles from the place where the hay stacks were, and there was nothing to show that he was in actual possession or exercised any control over it after it had been put up. This hay was burned by a fire which the plaintiff alleged was caused by the negligence of the servants of the defendants, and he sued in the County Court for the value of it, and obtained a verdict of a jury in his favor.

*Held*, that the plaintiff should have been non-suited in the County Court, as the hay was not his property, and was not in his possession in any sense at the time of the fire. If, notwithstanding want of property in goods, a plaintiff is in actual possession of them at the time, or if he has such use and control as the nature of the case permits, he may, in a proper case, recover damages as the result of any tortious or negligent conduct of another.

Verdict for plaintiff in the County Court set aside. and non-suit entered with costs.

*Munson*, Q.C., for the plaintiff.

*Aikins*, Q.C., and *Culver*, Q.C., for defendants.